

## Memorandum

**To:** Bidders in Saab Automobile AB in receivership - assets in the Saab Car Museum  
**From:** Official receivers Hans L. Bergqvist and Anne-Marie Pouteaux  
**Date:** 13 January 2012  
**Regarding:** Terms of sale of assets in the Saab Car Museum

### 1. Background

- 1.1 Saab Automobile AB ("Saab") was taken into receivership at the District Court of Vänersborg on 19 December 2011.

Saab has operated a museum in leased premises at Åkersjövägen 10 in Trollhättan under the name of Saab Bilmuseum/Saab Car Museum ("Car Museum"). The Car Museum contains approx. 120 cars of which roughly 50 are displayed in the exhibition. The museum has also provided conference facilities and sales in its shop.

The collection of cars must be described as unique and consists of prototypes/concept cars (of particular note are the "original Saab" from 1946 and the Saab Aerox concept from 2006), series produced cars, test models/pre-series and competition cars. Several of the cars are of special interest because they are the first/last of a series; have been owned by a well-known person; have enjoyed success in competitions etc. Three cars are located off-site.

The leased premises consist, in part, of space of approx. 2 870 square metres, which is used for the car museum and, in part, of approx. 1 500 square metres, which is used as workshop space. The rent amounts to just over SEK 1 900 000 per annum. The land is owned by Trollhättans Tomt AB, +46 (0)520-47 45 50.

### 2. Assets

The sale relates to the assets described in this tender document, **appendix**.

### 3. Tenders

- 3.1 **Written tenders** shall be made to the official receivers **no later than Friday 20 January 2012, 12.00 noon**.
- 3.2 Tenders are to be for all cars or single cars (with statement of identification).
- 3.3 Tenders shall be made by post to Wistrand Advokatbyrå, for the attention of advokat Bo Stefan Arleij, PO Box 119 20, SE-404 39 Göteborg or via fax on +46 (0)

31 771 21 50. All amounts in the tender shall be stated exclusive of Swedish VAT (*mervärdeskatt*). Swedish VAT may be payable in those cases, amongst others, any sale does not relate to part of the bankruptcy *estate's* business.

#### 4. Reservation of rights

- 4.1 The right is reserved to reject any tender as is the right to transfer assets during the period in which the bidding process is open. Assets may be divided between different bidders. The official receivers also reserve the right to terminate the bidding process at any time whatsoever.

#### 5. Viewing

- 5.1 Viewing of the assets may take place following agreement with the manager of the museum, Peter Bäckström, who can be contacted via email at [peter.backstrom@saab.com](mailto:peter.backstrom@saab.com).
- 5.2 Further information on the tender/sales process can be provided by the administrators via email [bo.stefan.arleij@wistrand.se](mailto:bo.stefan.arleij@wistrand.se) with a copy to be sent to [gun.ternulf@wistrand.se](mailto:gun.ternulf@wistrand.se).

#### 6. Disclaimer

- 6.1 All assets are sold "**as seen**" and the bankruptcy estate disclaims all liability for faults and deficiencies in the property. It is incumbent upon the bidder to inspect the property carefully before a tender is made. No warranties are provided. Nor is the bankruptcy estate liable for information provided in the list of cars (appendix). This has been prepared by a third party. The reason for this disclaimer is, amongst others, that when administration has been finalized, the bankruptcy estate will be wound down by way of a final distribution to creditors.

#### 7. Closing

- 7.1 Closing will take place no later than 23 January 2012.

#### 8. Lease

- 8.1 In the event of assumption of the **lease to the premises**, approval must be given by the landlord. Bidders must obtain such approval themselves.

#### 9. Payment of purchase price

- 9.1 The purchase price shall be paid in **cash on the closing date**. Depending on the closing date, it may be appropriate to pay a **deposit** on the signing of the agreement, which corresponds to at least 20 percent of the amount bid. The

deposit is forfeited if the purchase is not completed by the buyer. The bankruptcy estate may confer with relevant creditors and supervisory authorities before agreements are exchanged. Information provided by a bidder may then be communicated to the relevant officer.

#### **10. Agreement in writing**

10.1 The **sales agreement** shall be in **writing** and signed by authorized representatives of the parties to be binding upon the bankruptcy estate.

#### **11. Miscellaneous**

11.1 Note that it is only **assets (cars) in the Car Museum** at Åkersjövägen 10 in Trollhättan which are to be sold. Cars or other property belonging to third parties are not included. For bidders wishing to continue operating the museum in the existing premises, there may be an opportunity to acquire spare parts, workshop inventory, office and conference inventory and souvenirs.

11.2 Tenders are **binding on bidders until and including 27 January 2012** if the parties do not agree on anything else.

Göteborg as above

Hans L. Bergqvist  
Official receiver

Anne-Marie Pouteaux  
Official receiver